

1 BILL NO. S-86-07- 03

2 SPECIAL ORDINANCE NO. S- 115-86

3 AN ORDINANCE approving the Contract  
4 for Res. 6045-86 - 1986 Asphalt  
5 Resurfacing Program - 1st Package,  
6 by the City of Fort Wayne, Indiana,  
with Wayne Asphalt & Construction,  
Co., Inc., in connection with the  
Board of Public Works and Safety.

7 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF  
8 THE CITY OF FORT WAYNE, INDIANA:

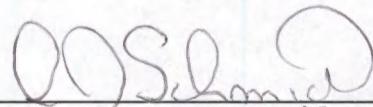
9 SECTION 1. The annexed Contract for Res. 6045-86 - 1986  
10 Asphalt Resurfacing Program - 1st Package, by the City of Fort  
11 Wayne, Indiana, with Wayne Asphalt & Construction, Co., Inc., in  
12 connection with the Board of Public Works and Safety, is hereby  
13 ratified and affirmed and approved in all respects. The work under  
14 said Contract requires:

15 the improvement by resurfacing and  
16 restoring pavement as designated  
17 on the following streets: (1)  
18 Tillman Road; (2) Speedway Drive;  
19 (3) Fulton Street; (4) Glencairn  
Drive; (5) Harrison Street; (6)  
Goshen Avenue; (7) Carew St.;  
(8) Dividend Road; (9) Investment  
Drive;

20 the Contract price is Four Hundred Forty-Eight Thousand One Hun-  
21 dred Seventy-Nine and 25/100 Dollars (\$448,179.25).

22 SECTION 2. Prior approval was received from Common  
23 Council with respect to this Contract, on June 24, 1986. Two (2)  
24 copies of the Contract, attached hereto, are on file with the City  
25 Clerk, and are available for public inspection, according to law.

26 SECTION 3. That this Ordinance shall be in full force  
27 and effect from and after its passage and any and all necessary  
28 approval by the Mayor.

29   
30 \_\_\_\_\_  
31 \_\_\_\_\_  
32 \_\_\_\_\_

Councilmember

31 APPROVED AS TO FORM  
32 AND LEGALITY

  
Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Schmidt,  
seconded by Stein, and duly adopted, read the second time  
by title and referred to the Committee Public Works (and the Ci-  
Plan Commission for recommendation) and Public Hearing to be held after  
due legal notice, at the Council Chambers, City-County Building, Fort Wayne  
Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., E.

DATE: 7-8-86

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Henry,  
seconded by Gis'pach, and duly adopted, placed on its  
passage. PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	—	—	—	—
<u>BRADBURY</u>	<u>✓</u>	—	—	—	—
<u>BURNS</u>	<u>✓</u>	—	—	—	—
<u>EISBART</u>	<u>✓</u>	—	—	—	—
<u>GiaQUINTA</u>	<u>✓</u>	—	—	—	—
<u>HENRY</u>	<u>✓</u>	—	—	—	—
<u>REDD</u>	<u>✓</u>	—	—	—	—
<u>SCHMIDT</u>	<u>✓</u>	—	—	—	—
<u>STIER</u>	<u>✓</u>	—	—	—	—
<u>TALARICO</u>	—	—	—	—	—

DATE: 7-22-86

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)  
(SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. J-115-86  
on the 22nd day of July, 1986,

ATTEST:

(SEAL)

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Samuel J. Talarico  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana,  
on the 23rd day of July, 1986,  
at the hour of 11:00 o'clock A M., E.S.T.

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 23rd day of July,  
1986, at the hour of 3:00 o'clock P M., E.S.T.

Win Moses, Jr.  
WIN MOSES, JR., MAYOR

BOARD OF PUBLIC WORKS AND SAFETY  
INVITATION FOR BIDS/AWARD OF CONTRACT\*

Page 1 of \_\_\_\_\_

(Non-Federally Assisted Construction)

PROJECT: 1986 ASPHALT RESURFACING PROGRAM RESOLUTION # 6045-86

FIRST PACKAGE

CONTENTS

Check if contained Pages

X	1	Cover Sheet
X	II - I9	Instruction to Bidders
X	S1	Schedule
X		Schedule of Items (Itemized Proposal)
X	GP1 - GP7	General Provisions
X		Special Conditions
X		Plans and Specifications
		Drawings
X		Improvement Resolution
X		Notice to Bidders

ATTACHMENTS

X	Non-Collusion Affidavit
X	Bidder's Bond
X	Performance Bond
X	Sworn Experience Questionnaire
X	Plan and Equipment Questionnaire
X	Contractor Financial Statement '86-A
X	Certificate in Lieu of Financial Statement
X	Prevailing Wage Scale - State of Indiana
X	Payment Bond
X	Warranty Bond
X	Barricade Information
X	Certification of Bidder/Vendor on Anti-Apartheid
Discount for prompt payment	10 Calendar Days
	20 Calendar Days
	30 Calendar Days
	Other
Acknowledgement of Amendments (See General Provisions Clause)	Amendment No. Date
	Amendment No. Date
	Amendment No. Date

BID SUBMITTED

Contractor WAYNE ASPHALT & CONST. CO., INC.

By Craig A. Moyer

Its Craig A. Moyer, President

Offer Date June 11, 1986

Bidder agrees to keep bid open for acceptance for \_\_\_\_\_ (90 days unless otherwise specified)

Compliance: J. Adams

O.C. 12/84

B.O.W. Non-Fed. \*Note: Award will be made on this form

ACCEPTANCE OF BID/AWARD OF CONTRACT

City of Fort Wayne  
Board of Public Works and Safety

David Prent  
J.D. Connelly

City of Fort Wayne  
Mayor John K.

Award Date 6-18-86

INSTRUCTIONS TO BIDDERS  
Board of Public Works and Safety  
City of Fort Wayne, Indiana

MAY 23, 1986

Non-Federally Funded Construction

1. Submission of Bids. Sealed bids will be received by the Board of Public Works and Safety of the City of Fort Wayne, in the State of Indiana, hereinafter "The Board" until 9:00 o'clock AM on the 11th day of JUNE, 1986, at the Office of The Board in the City-County Building, at which time the bids will be publicly opened and read, for the following described work, as more fully set forth in the specifications:

1986 ASPHALT RESURFACING PROGRAM FIRST PACKAGE - RESOLUTION NO. 6045-86

To improve by resurfacing and restoring pavement as designated on the following streets:

1) Tillman Road 2) Speedway Drive 3) Fulton Street 4) Glencairn Drive  
5) Harrison Street 6) Goshen Avenue 7) Carew Street 8) Dividend Road  
9) Investment Drive

SEE ATTACHED SPECIFICATIONS

2. Inclusion of Clauses - If a clause in the Invitation for Bids (IFB) has a box  beside it, the clause applies to the IFB only if it contains a check mark (✓) or an "X". Any questions as to whether a clause is included or not should be referred to The Board.

3. Questions as to Bid Document. If a bidder finds discrepancies in, or omissions from, the bid document or has questions about the project, he should at once contact the City Engineers. If the information requested or change made is substantive, The Board will issue an amendment to the solicitation and will send such amendment to all potential bidders who have procured an Invitation for Bid (IFB). The Board and the City will not be responsible for any oral instructions.

4. Award of Contract (Timeliness, Responsiveness, Responsibility). A contract resulting from the Invitation for Bids will be awarded to the lowest and best timely bidder who is also responsive and responsible. If bids are otherwise equal, award will be made to that bidder granting the largest prompt payment discount.

5. Bid Requirements. All bids shall be endorsed with the title of the work, the name of the bidder, and the date of mailing or presentation. All bids shall be filed in the office of The Board on or before the day and hour set forth above and stated in the advertisement, and no bid received after that time will be accepted. The Board will not accept any late filing regardless of reason, including delays in the mail.

All bids shall include the exact quantities of each item shown on the bidding form for each section of the work, and unless the IFB otherwise states, the total cost of the various sections shall be considered a lump sum bid.

6. Examination of Bids For Responsiveness. After the bids are opened and read, The Board will examine them to determine if they are responsive. In order to be responsive, the bidder must complete all blanks requiring completion, and must submit all information required to be submitted. Any alteration, erasure, or interlineation of the contract or the IFB may cause the bid to be determined non-responsive. Proposals which are unbalanced may also be determined non-responsive.

However, The Board reserves the right to accept any bid, to reject any and all bids, and to waive defects or irregularities on any bid.

7. Determination of Responsibility. Prior to awarding any contract pursuant to this Invitation for Bids, The Board will make a determination of responsibility. An award of a contract to a bidder shall constitute an affirmative determination of responsibility.

In reaching a determination of responsibility, The Board can consider among other factors:

- (a) The Contractor's record of integrity.
- (b) The Contractor's experience and past performance record in construction work.
- (c) The Contractor's financial status.
- (d) The Contractor's capability to perform the project.
- (e) Whether the bidder is in arrears upon or in default of any debt, contract or other obligation to the City of Fort Wayne.
- (f) Whether the bidder is debarred from Federal or City of Fort Wayne contracts.
- (g) The bidders record in MBE/WBE compliance.
- (h) Whether the bidder is engaged in litigation with the City of Fort Wayne.

In arriving at a determination of responsibility, The Board may institute a pre-award survey on any or all bidders. That pre-award survey may examine any of the considerations relating to a bidder's responsibility as set forth above. Bidders will cooperate with the pre-award survey team. Failure to cooperate can result in a finding of non-responsibility.

8. Prequalification - In addition to being timely, responsive, and responsible, a bidder must also be prequalified by the State Department of Highways in order to be awarded a Contract.

9. Bid Bond or Deposit. Each bid must be accompanied by a bond executed by the bidder and surety satisfactory to The Board, in a sum of FIVE percent (5%) of the aggregate amount of the bid, but in no case less than \$100.00; or the bidder may deposit with The Board in lieu of such bond, a certified check on a solvent bank in a sum of ----- percent (    %) of the aggregate bid or proposal, but in no case less than \$100.00, which certified check shall be payable to the City of Fort Wayne. The bid bond or certified check shall serve as a guarantee that should the said bid be accepted by The Board, the bidder will, within ten (10) days after the time he is notified of the acceptance of the bid, enter into a contract with the City of Fort Wayne for the work bid upon and give bond with surety to be approved by The Board, insuring the faithful completion of the contract.

In case a bid is not accepted, the obligation of the said bond shall be null and void and the certified check will be returned to the bidder, as the case may be. In case a bid is accepted, and the bidder does not enter into a contract with the City of Fort Wayne for the work bid upon within ten (10) days after notification of award, then the obligation of the bond or the certified check shall be forfeited to the City of Fort Wayne for ascertained and/or liquidated damages for failure to enter into a contract. Provided that, the City's action in forfeiting the bond or retaining the certified check shall not preclude the City from taking any further action against the contractor to recover for all actual damage, the City has suffered.

10. Sworn Experience Questionnaire, Plan and Equipment Questionnaire and Contractor's Financial Statement. Each bidder will submit with and as part of its bid the following documents under oath and on forms prescribed by the State Board of Accounts, or shall have the following forms on file with The Board which shall not be less than one year old.

- (a) Experience Questionnaire.
- (b) Plan and Equipment Questionnaire, and
- (c) Contractor's Financial Statement (Form 96-A) or Certificate in Lieu of Financial Statement.

11. Execution of Additional Bid Documents. In addition to all documents previously mentioned as having to be executed and submitted as part of the bid, each bidder will be required as part of its bid to execute and submit the following documents as specified below:

- (a) Non-Collusion Affidavit
- (b) Prequalification Statement
- (c)
- (d)
- (e)

12. Brand Name or Equal-Specified Materials. Where, in the specifications, one or more specified materials, trade names, or articles of certain manufacture are mentioned, it is done for the purpose of establishing a basis of durability and proficiency, and not for the purpose of limiting competition. The bidder can submit other names of materials and, if, the Director of the Board determines that, they are equal in durability and sufficiency to those mentioned and of a design in harmony with the work as outlined, then the bid will be accepted as responsive. However, if the Director of the Board determines that such materials are not equal, then the bid may be rejected as non-responsive. Consequently, bidders are advised to submit any such request for changes or deviations in materials to the Director of The Board prior to submitting bids. Any approval of deviation will be by written amendment to the solicitation and will be submitted to all bidders who have obtained IFBs.

13. Minority Business Enterprise/Women Business Enterprise Requirements.

(CONSTRUCTION)

It is the policy of the City of Fort Wayne that Minority Business Enterprises and Women Business Enterprises should participate to the greatest extent possible consistent with the State Law in Procurement Contracts awarded by the City of Fort Wayne.

In order to fulfill this policy, the City of Fort Wayne has adopted General Ordinance G-16-84 (Chapter 7 of the Code of the City of Fort Wayne) which sets participation goals for procurement contracts of at least 7% for Minority Business Enterprises and at least 2% for Women Business Enterprises. To meet the participation goals, a Minority Business Enterprise may be either a prime contractor, sub-contractor, or a joint venture.

Minority Business Enterprise (MBE) is a business of which at least 51% is owned and controlled by minority group members. ("Minority" means Black, Hispanic, American Indian, Asian, Pacific Islander, and Alaskan Native). The minority owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the minority owners must be real, substantiated and documented.

Women Business Enterprise (WBE) is a business of which at least 51% is owned and controlled by women. The women owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the women owners must be real, substantiated and documented.

The contract for which this proposal/bid is prepared is governed by the MBE/WBE Ordinance. This form must be completed in order to be responsive to this IFB/RFP. If the participation goal of 7% for MBE and 2% for WBE are not met or exceeded in your bid or proposal, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated in determining whether the bidder/offeror is responsible.

A list of possible MBE/WBE contractors/suppliers are on file in the Compliance Office, Room 800, City-County Building, for Contractor review.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO THE MBE/WBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

A. \_\_\_\_\_ The undersigned firm certifies that it is an MBE/WBE Contractor (cross out inapplicable provision).

For MBE specify percentage of minority ownership  
\_\_\_\_%.

For WBE specify percentage of women ownership  
\_\_\_\_%.

B. \_\_\_\_\_ The undersigned certifies that they are a joint venture in which the following (MBE/WBE) firm (cross out inapplicable provision) is a joint venture partner.

The MBE/WBE firm (cross out inapplicable provision) shall have \_\_\_\_\_ % participation (employees) \_\_\_\_\_ % participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/WBE firm \_\_\_\_ %. (cross out inapplicable provision)

C. The undersigned commits 7 % of the total bid price as a subcontract to minority business enterprise participation. The MBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
1. Gaines Const. Co. 217 W. Washington Ctr. Rd. Structures & Misc.		
2.		Concrete Work
3.		

D. The undersigned commits 2 % of the total bid price as a subcontract to women business enterprise participation. The WBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
1. STATEWIDE TRUCKING 7432 Lwr. Huntington Rd. Hauling		
2.	Fort Wayne, In. 46809	
3.		

E. Complete (1) and (2) below if participation goals of 7% MBE and 2% WBE have not been met.

1. My Company cannot meet the participation goals for the following reasons:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. We have taken the following steps in an attempt to comply with these participation goals:

\_\_\_\_\_  
\_\_\_\_\_

(attach additional sheets as necessary)

Contractor WAYNE ASPHALT & CONST. CO. INC Contractor \_\_\_\_\_

By Craig A. Moyer By \_\_\_\_\_

Its Craig A. Moyer, President Its \_\_\_\_\_

14. Minority/Female Hourly Employment Requirements.  
The City's policy is to encourage a greater utilization of minority and/or female employees in city construction projects. The Board has, therefore, adopted a minimum goal of 17% of the total work hours on each project to be expended by minority and/or female employees. ("Minority" shall include: Blacks, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native.)

The bidder shall state in "A" below the percentage of total work hours which the bidder and his subcontractors will employ and utilize women and minority employees on this project. If a contract is awarded as a result of this bid, the percentage figure set forth in "A" shall become contractually binding on the bidder. The successful bidder will also be required to prepare reports for the City demonstrating compliance with this percentage and will allow city officials access to his records, facilities and work site and to those of his subcontractors to determine compliance.

The bidder must fill in the required blanks in this clause in order to be responsive to this IFB. If the bidder does not meet or exceed the hourly utilization goal of 17% minority/female participation, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated to determine whether the bidder is responsible.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO MINORITY/FEMALE HOURLY UTILIZATION.

A. The undersigned firm certifies that it will employ and utilize minorities and females and/or will ensure that its subcontractors employ and utilize minorities and females so that minorities and females will work at least 17% of the total hours worked on this project.

B. Complete (1) and (2) below if the hourly utilization figure set forth in "A" is less than 17%.

1. My Company and its subcontractors cannot meet the 17% minimum hourly utilization figure for the following reasons: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

2. My Company has taken the following steps in an attempt to comply with the 17 $\frac{1}{2}$  hourly utilization figure:

---

---

---

(attach additional sheets if necessary)

Contractor WAYNE ASPHALT & CONST. CO., INC.

By Craig A. Moyer

Its Craig A. Moyer, President

15. Required Prevailing Wage Schedule Payments - Pursuant to Indiana Code 5-16-7-1. All contractors and subcontractors working on the project awarded pursuant to this contract shall pay the prevailing wage rates for skilled, semi-skilled and unskilled laborers, workmen and mechanics. This wage determination has been made in accordance with the procedures set forth in Indiana Code 5-16-7-1. This determination and the required wage rates are available for examination by any prospective bidder at The Board of Public Works and Safety, 9th Floor, City-County Building, Fort Wayne, Indiana.

If a bidder is awarded a contract as a result of this Invitation for Bids, he/she/it shall file a schedule of wages, on forms provided by the City of Fort Wayne, demonstrating compliance with the wage rate determination. The successful prime contractor shall be responsible for obtaining schedules from all subcontractors. All schedules shall be filed before the contractor commences any work on the project.

Penalties for failure to pay the prevailing wage rate are set forth in Indiana Code 5-16-7-3.

16. Site Orientation. A site orientation (~~will~~/will not) be conducted by the City Engineers. If such an orientation is conducted, it will be held on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, commencing at \_\_\_\_\_ o'clock \_\_\_\_\_.M. at the site of the project.

Regardless of whether a site orientation is conducted or not, bidders are required to visit the site of the work, and inform themselves fully of the conditions, under which the work will be performed. The bidders shall be responsible for all conditions that affect the work, including, but not limited to all sub-surface conditions.

17. Performance Bond. The successful bidder, at the time of signing the contract will be required, at his own expense, to furnish a bond guaranteeing faithful execution of the contract, in full amount of the contract price, executed by the bidder and a surety to be approved by The Board, on the bond form headed by The Board. The Performance Bond shall contain the following clause: "The said Surety, for value received, hereby stipulates and agrees, that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the contract, or to the work or specification."

18. Additional Bonds. If a bidder is awarded a contract he will also be required to execute with surety, satisfactory to The Board;

- A. Payment Bond. In the amount of payment to be made under the contract.
- B. Warranty Bond. In the amount of the contract warrantying the contractor's performance of a period of three years after the date of the City's acceptance.

19. Councilmanic Approval and Ratification of Contract. This agreement, although executed on behalf of the Owner by the Mayor and The Board, shall not be binding upon the Owner unless, and until, the contract has been ratified and approved by the Common Council of the City of Fort Wayne, Indiana. And if the Common Council fails to approve the contract within ninety days after the date of bid opening, then the Contractor shall not be bound to the contract unless he/she/it elects to be so bound.

20. Method of Contract Award. The contract resulting from this IFB will be awarded:

- A. On an all or none basis.
- B. As follows: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CERTIFICATION OF BIDDER/VENDOR

The undersigned, on behalf of WAYNE ASPHALT & CONST. CO., INC.  
\_\_\_\_\_, does hereby make the following representations  
to the City of Fort Wayne, Indiana.

WHEREAS, it is acknowledged that the Common Council  
of the City of Fort Wayne, Indiana, has passed an ordinance con-  
demning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons,  
firms or corporations submitting bids to the City, for goods and  
services, certify, as part of the bid, that such entity does not  
support the policies of apartheid in South Africa.

The undersigned states, on behalf of WAYNE ASPHALT & CONST.  
CO., INC., that WAYNE ASPHALT & CONST. CO., INC.  
does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed  
this 11th day of June, 1986.

WAYNE ASPHALT & CONST. CO., INC.  
(Name of Bidder/Vendor)

Craig A. Moyer  
(Name and Title of Person Signing)  
Craig A. Moyer, President

NON-COLLUSION AFFIDAVIT

The Bidder, by its officers and Craig A. Moyer, President

agents or representatives present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of such City of Fort Wayne, Indiana, whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give such bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder of bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids, that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.

WAYNE ASPHALT & CONST. CO., INC.

Craig A. Moyer

Craig A. Moyer, President

Subscribed and sworn to before me by Craig A. Moyer, President  
this 11th day of June

, 19 86

My Commission Expires:

January 12, 1990

Esther J. Smith  
Notary Public Esther J. Smith  
Resident of Allen County, IN

Subscribed and sworn to before me by \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.  
-----

My Commission Expires:

Notary Public \_\_\_\_\_  
Resident of \_\_\_\_\_ County, IN

Subscribed and sworn to before me by \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.  
-----

My Commission Expires:

Notary Public \_\_\_\_\_  
Resident of \_\_\_\_\_ County, IN

Contract No. \_\_\_\_\_

## STREET BARRICADE MAINTENANCE INFORMATION

Listed below are the names and telephone numbers of the persons responsible for the maintenance of the barricades necessary for the duration of this contract.

<u>NAME</u>	<u>TELEPHONE NUMBER</u>
Denny Hipskind	436-1611
Craig Moyer	747-7531 or 432-0243
Virg Walters	747-7531 or 436-0100
Mike Wirick	747-7531 or 747-2774

WAYNE ASPHALT & CONST. CO., INC.  
Contractor

Resolution Number 6045-86

# UNITED STATES FIDELITY AND GUARANTY COMPANY



## BID BOND

BOND NUMBER .....

KNOW ALL MEN BY THESE PRESENTS:

THAT ..... WAYNE ASPHALT & CONSTRUCTION COMPANY, INC. ....  
..... of ..... Fort Wayne, Indiana .....  
....., as Principal, and UNITED STATES FIDELITY AND  
GUARANTY COMPANY, a Maryland corporation, as Surety, are held and firmly bound unto.....  
..... City of Fort Wayne, Board of Public Works and Safety.....  
as Obligee, in the full and just sum of.....  
..... Five Per Cent (5%) of Maximum Bid..... Dollars,  
lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors,  
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal is herewith submitting its proposal

Resolution #6045-86

THE CONDITION OF THIS OBLIGATION is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms and conditions of the contract, then this obligation to be void; otherwise the Principal and Surety will pay unto the Obligee the difference in money between the amount of the bid of the said Principal and the amount for which the Obligee legally contracts with another party to perform the work if the latter amount be in excess of the former, but in no event shall liability hereunder exceed the penal sum hereof.

Signed, sealed and delivered..... June 11, 1986.....  
(Date)

*E.J. Smith*  
.....  
YASTE, ZENT & RYE AGENCY, INC.

*Carol J. Duncan*  
.....  
127 W. Berry St.  
Fort Wayne, IN 46802

WAYNE ASPHALT & CONSTRUCTION (SEAL)  
COMPANY, INC.

BY: *Craig A. May* (SEAL)

UNITED STATES FIDELITY AND GUARANTY COMPANY

*John J. Doherty*  
.....  
Attorney-in-fact

CERTIFIED COPY

GENERAL POWER OF ATTORNEY

No. .... 97796 .....

*Know all Men by these Presents:*

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint **Gerald A. Dahle, John J. Pikel, Donald T. Belbutowski and Diane T. Green**

of the City of **Fort Wayne** . State of **Indiana**  
its true and lawful attorneys in and for the State of **Indiana**

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever ~~is done~~ anyone of the said **Gerald A. Dahle and the said John J. Pikel and the said Donald T. Belbutowski and the said Diane T. Green**

may lawfully do in the premises by virtue of these presents.

*In Witness Whereof*, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this **27th** day of **November**, **A. D. 1985**

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed)

*By W. Bradley Wallace*

*Vice-President*

(SEAL)

(Signed)

*John A. Umberger*

*Assistant Secretary*

STATE OF MARYLAND.

} ss:

BALTIMORE CITY.

On this **27th** day of **November**, **A. D. 1985**, before me personally came **W. Bradley Wallace**, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and **John A. Umberger**, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they, the said **W. Bradley Wallace** and **John A. Umberger**, were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first day in July, A. D. 1986...

(SEAL)

(Signed)

*Margaret M. Hurst*

*Notary Public*

STATE OF MARYLAND

} Sct.

BALTIMORE CITY.

**I, Saundra E. Banks**

Court of Record, and has a seal, do hereby certify that **Margaret M. Hurst**, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgment, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

*In Testimony Whereof*, I hereto set my hand and affix the seal of the Circuit Court for Baltimore City, the same being a Court of Record, this **27th** day of **November**, **A. D. 1985**

(SEAL)

(Signed)

**Saundra E. Banks**

*Clerk of the Circuit Court for Baltimore City.*

COPY OF RESOLUTION

*That Whereas*, it is necessary for the effectual transaction of business that this Company appoint agents and attorneys with power and authority to act for it and in its name in States other than Maryland, and in the Territories of the United States and in the Provinces and territories of Canada;

*Therefore, be it Resolved*, that this Company do, and it hereby does, authorize and empower its President or either of its Vice-Presidents in conjunction with its Secretary or one of its Assistant Secretaries, under its corporate seal, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of said Company, in its name and as its act, to execute and deliver any and all contracts guaranteeing the fidelity of persons holding positions of public or private trust, guaranteeing the performances of contracts other than insurance policies and executing or guaranteeing bonds and undertakings, required or permitted in all actions or proceedings, or by law allowed, and

*Also*, in its name and as its attorney or attorneys-in-fact, or agent or agents to execute and guarantee the conditions of any and all bonds, recognizances, obligations, stipulations, undertakings or anything in the nature of either of the same, which are or may by law, municipal or otherwise, or by any Statute of the United States or of any State or Territory of the United States or of the Provinces or territories of Canada, or by the rules, regulations, orders, customs, practice or discretion of any board, body, organization, office or officer, local, municipal or otherwise, be allowed, required or permitted to be executed, made, taken, given, tendered, accepted, filed or recorded for the security or protection of, by or for any person or persons, corporation, body, office, interest, municipality or other association or organization whatsoever, in any and all capacities whatsoever, conditioned for the doing or not doing of anything or any conditions which may be provided for in any such bond, recognizance, obligation, stipulation, or undertaking, or anything in the nature of either of the same.

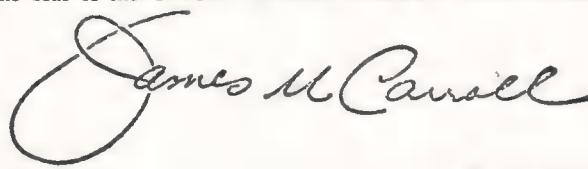
*I*, James M. Carroll , an Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney given by said Company to Gerald A. Dahle, John J. Pikel, Donald T. Belbutowski and Diane T. Green

of Fort Wayne, Indiana , authorizing and empowering them to sign bonds as therein set forth, which power of attorney has never been revoked and is still in full force and effect.

And I do further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company, duly called and held at the office of the Company in the City of Baltimore, on the 25th day of November, 1981, at which meeting a quorum of the Board of Directors was present, and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of said meeting.

*In Testimony Whereof*, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on June 11, 1986

(Date)



Assistant Secretary.

## ITEMIZED PROPOSAL

CONTRACTOR: WAYNE ASPHALT & CONST. CO., INC.

## PROJ ASPHALT RESURFACING FIRST PACKAGE

RES. NO: 6045-86

**TOTAL:**

\$448,179.25

Sheet 1 of 1

Note: Contractor will be paid on measured quantities only at unit price bid

# UNITED STATES FIDELITY AND GUARANTY COMPANY



(A Stock Company)

## LABOR AND MATERIAL PAYMENT BOND

Approved by The American Institute of Architects

A. I. A. Document No. A-311 (February 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS:

BOND NUMBER .....

That . . . WAYNE ASPHALT & CONSTRUCTION COMPANY, INC.

hereinafter called Principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, Baltimore, Maryland as Surety, hereinafter called Surety, are held and firmly bound unto  
 City of Fort Wayne, Board of Public Works & Safety

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of **Four Hundred Forty Eight Thousand, One Hundred Seventy Nine and 25/100-- Dollars (\$ 448,179.25 . . .)**, for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated **June 25,**

**19 86**, entered into a contract with Owner for

in accordance with drawings and specifications prepared by . . .

(Here insert full name, title and address)

hereof, and is hereinafter referred to as the Contract. which contract is by reference made a part

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

- (1) A claimant is defined as one having a direct contract with the Principal or with a sub-contractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
- (2) The above-named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.
- (3) No suit or action shall be commenced hereunder by any claimant,
  - (a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: The Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
  - (b) After the expiration of one (1) year following the date on which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
  - (c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
- (4) The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this **25th** day of **June**, **19 86**

*E. J. Smith*

(Witness)

YASTE, ZENT & RYE AGENCY, INC.

*Carol J. Klinean*

(Witness)

WAYNE ASPHALT & CONSTRUCTION COMPANY, INC.

By *Craig A. Moyer* (Seal)  
 Principal

UNITED STATES FIDELITY AND GUARANTY COMPANY

By *J. J. G.* (Seal)

This bond is issued simultaneously with performance bond in favor of the Owner conditioned on the full and faithful performance of the Contract.



## PERFORMANCE BOND

Approved by The American Institute of Architects  
A. I. A. Document No. A-311 (February 1970 Edition)

BOND NUMBER.....

### KNOW ALL MEN BY THESE PRESENTS:

That ..... WAYNE ASPHALT & CONSTRUCTION COMPANY, INC.

hereinafter called Contractor, and UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, Baltimore, Maryland, as Surety, hereinafter called Surety, are held and firmly bound unto City of.....  
..... Fort Wayne, Board of Public Works & Safety

as Obligee, hereinafter called Owner, in the amount of Four Hundred Forty Eight Thousand, One Hundred  
Seventy Nine and 25/100..... Dollars (\$ 448,179.25),  
for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**WHEREAS**, Contractor has by written agreement dated June 25, 1986, entered into a contract with Owner for  
Resolution 6045-86

in accordance with drawings and specifications prepared by .....  
(Here insert full name, title and address)  
....., which contract is by reference made a part  
hereof, and is hereinafter referred to as the Contract.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION** is such that, if Contractor shall promptly and faithfully perform  
said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations  
thereunder, the Surety may promptly remedy the default, or shall promptly

- (1) Complete the Contract in accordance with its terms and conditions, or
- (2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this 25th day of June 1986.

In the presence of:

*G. J. Smith*  
(Witness)  
YASTE, ZENT & RYE AGENCY, INC.  
*Carol J. Dunham*  
(Witness)

WAYNE ASPHALT & CONSTRUCTION COMPANY, INC.

By *Frank A. Moyer* (Seal)  
Principal

UNITED STATES FIDELITY AND GUARANTY COMPANY

By *John J. Smith* (Seal)

CERTIFIED COPY

GENERAL POWER OF ATTORNEY

No..... 97796.....

*Know all Men by these Presents:*

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint **Gerald A. Dahle, John J. Pikel, Donald T. Belbutowski and Diane T. Green**

of the City of **Fort Wayne**, State of **Indiana**  
its true and lawful attorneys in and for the State of **Indiana**

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever ~~XXXXXX~~ anyone of the said **Gerald A. Dahle and the said John J. Pikel and the said Donald T. Belbutowski and the said Diane T. Green**

may lawfully do in the premises by virtue of these presents.

*In Witness Whereof*, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this **27th** day of November, A. D. 1985

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) **W. Bradley Wallace**.....  
*Vice-President.*

(SEAL)

(Signed) **John A. Umberger**.....  
*Assistant Secretary.*

STATE OF MARYLAND. }  
BALTIMORE CITY. }  
ss:

On this **27th** day of **November**, A. D. 1985, before me personally came **W. Bradley Wallace**, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and **John A. Umberger**, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they, the said **W. Bradley Wallace** and **John A. Umberger** were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first day in July, A. D. 1986..

(SEAL) (Signed) **Margaret M. Hurst**.....  
*Notary Public.*

STATE OF MARYLAND }  
BALTIMORE CITY. }  
Sct.

**I, Saundra E. Banks**, Clerk of the Circuit Court for Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that **Margaret M. Hurst**, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgment, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

*In Testimony Whereof*, I hereto set my hand and affix the seal of the Circuit Court for Baltimore City, the same being a Court of Record, this **27th** day of **November**, A. D. 1985

(SEAL) (Signed) **Saundra E. Banks**.....  
*Clerk of the Circuit Court for Baltimore City.*

COPY OF RESOLUTION

*That Whereas*, it is necessary for the effectual transaction of business that this Company appoint agents and attorneys with power and authority to act for it and in its name in States other than Maryland, and in the Territories of the United States and in the Provinces and territories of Canada;

*Therefore, be it Resolved*, that this Company do, and it hereby does, authorize and empower its President or either of its Vice-Presidents in conjunction with its Secretary or one of its Assistant Secretaries, under its corporate seal, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of said Company, in its name and as its act, to execute and deliver any and all contracts guaranteeing the fidelity of persons holding positions of public or private trust, guaranteeing the performances of contracts other than insurance policies and executing or guaranteeing bonds and undertakings, required or permitted in all actions or proceedings, or by law allowed, and

*Also*, in its name and as its attorney or attorneys-in-fact, or agent or agents to execute and guarantee the conditions of any and all bonds, recognizances, obligations, stipulations, undertakings or anything in the nature of either of the same, which are or may by law, municipal or otherwise, or by any Statute of the United States or of any State or Territory of the United States or of the Provinces or territories of Canada, or by the rules, regulations, orders, customs, practice or discretion of any board, body, organization, office or officer, local, municipal or otherwise, be allowed, required or permitted to be executed, made, taken, given, tendered, accepted, filed or recorded for the security or protection of, by or for any person or persons, corporation, body, office, interest, municipality or other association or organization whatsoever, in any and all capacities whatsoever, conditioned for the doing or not doing of anything or any conditions which may be provided for in any such bond, recognizance, obligation, stipulation, or undertaking, or anything in the nature of either of the same.

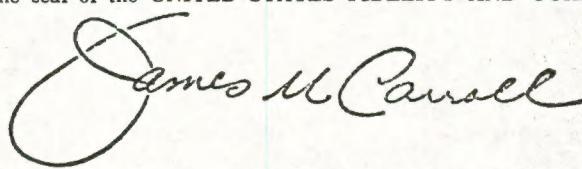
I, James M. Carroll, an Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney given by said Company to Gerald A. Dahle, John J. Pikel, Donald T. Belbutowski and Diane T. Green

of Fort Wayne, Indiana, authorizing and empowering them to sign bonds as therein set forth, which power of attorney has never been revoked and is still in full force and effect.

And I do further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company, duly called and held at the office of the Company in the City of Baltimore, on the 25th day of November, 1981, at which meeting a quorum of the Board of Directors was present, and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of said meeting.

*In Testimony Whereof*, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on June 25, 1986

(Date)



Assistant Secretary.

1339

Admn. Appr.

TITLE OF ORDINANCE Contract for Res. 6045-86 - 1986 Asphalt Resurfacing - 1st Package

DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety

SYNOPSIS OF ORDINANCE The Contract for Res. 6045-1986 - 1986 Asphalt Resurfacing Program

1st Package is for the improvement by resurfacing and restoring pavement as designed on the following streets: 1) Tillman Road 2) Speedway Drive 3) Fulton Street 4) Glencairn Drive 5) Harrison Street 6) Goshen Avenue 7) Carew St. 8) Dividend Road 9) Investment Drive. PRIOR APPROVAL WAS RECEIVED 6/24/86

J-86-07-Q3

EFFECT OF PASSAGE Improvement of above streets

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$448,179.25

ASSIGNED TO COMMITTEE

BILL NO. S-86-07-03

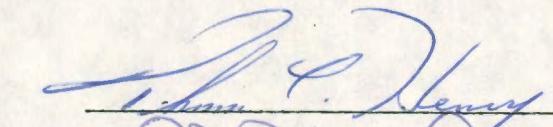
REPORT OF THE COMMITTEE ON PUBLIC WORKS

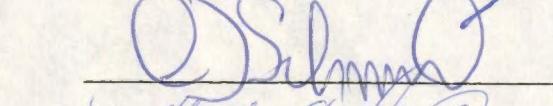
WE, YOUR COMMITTEE ON PUBLIC WORKS TO WHOM WAS  
REFERRED AN (ORDINANCE) (RESOLUTION) approving the Contract  
for Res. 6045-86 - 1986 Asphalt Resurfacing Program - 1st Package,  
by the City of Fort Wayne, Indiana, with Wayne Asphalt & Construction,  
Co., Inc., in connection with the Board of Public Works and Safety

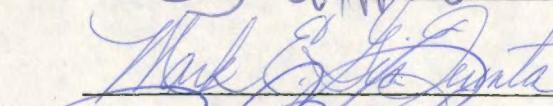
HAVE HAD SAID (ORDINANCE) (RESOLUTION) UNDER CONSIDERATION AND BEG  
LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE)  
(RESOLUTION)

YES

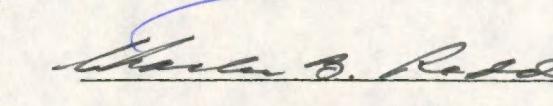
NO

  
THOMAS C. HENRY  
CHAIRMAN

  
DONALD J. SCHMIDT  
VICE CHAIRMAN

  
MARK E. GIAQUINTA

  
PAUL M. BURNS

  
CHARLES B. REDD

CONCURRED IN 7-22-86

SANDRA E. KENNEDY  
CITY CLERK